

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

DENNIS GROMOV, individually and on)	
behalf of all other similarly situated,)	
)	
Plaintiff,)	Case No. 1:22-cv-06918
)	
v.)	Hon. Franklin U. Valderrama
)	
BELKIN INTERNATIONAL, INC.,)	Magistrate Judge Gabriel A. Fuentes
)	
Defendant.)	

STIPULATION ON EXPERT DISCOVERY AND [PROPOSED] ORDER THEREON

Plaintiff Dennis Gromov (“Plaintiff”) and Defendant Belkin International, Inc. (“Defendant” and together with Plaintiff, the “Parties”), by and through their respective counsel of record, hereby stipulate and agree to the terms of an Order that will govern the scope of data, information and documents that is discoverable with respect to the Parties' expert witnesses in the above-referenced matter (the “Action”):

STIPULATION

1. The purpose of this Stipulation and Order is to modify the provisions of Federal Rules of Civil Procedure 26(a)(2), 26(b)(3), and 26(b)(4), and any applicable case law, with respect to the scope of discoverable information relating to persons retained to provide expert testimony (“Testifying Experts”) and to limit the data, information, and documents concerning such experts that will be subject to discovery in the above-captioned action.

2. The Parties stipulate and agree that notwithstanding anything to the contrary in Federal Rule of Civil Procedure 26(a)(2), 26(b)(3), and 26(b)(4) or case law, except as provided in paragraph 4 below, the following categories of communications, data, information or documents need not be disclosed by any Party or its Testifying Expert(s) during discovery (including without limitation depositions, document requests or interrogatories), trial or any other stage of the litigation, and are outside the scope of permissible discovery in this Action:

(a) any communications in any form between any Testifying Expert, on the one hand, and the Party offering the testimony of such Testifying Expert, the attorneys for such Party, other expert witnesses, non-testifying expert consultants or the Testifying Expert's assistants and/or clerical or support staff, on the other hand;

(b) any notes or other writings taken or prepared by or for a Testifying Expert, including without limitation correspondence or memoranda to or from, and notes of conversations with, the Testifying Expert's assistants or clerical or support staff, other expert witnesses, non-testifying expert consultants or one or more attorneys for the Party(ies) offering the testimony of such Testifying Expert; and

(c) draft reports, draft studies, or draft work papers; preliminary or intermediate calculations, computations, or data runs; or other preliminary, intermediate or draft materials prepared for or at the direction of a Testifying Expert.

3. No discovery of any kind shall be taken of any Testifying Expert's staff or persons working under the supervision of any such expert or their staff, including non-testifying expert consultants, unless such person is identified as a trial witness on behalf of a Party for whom the Testifying Expert is appearing in this Action.

4. Nothing in this Stipulation and Order shall be construed to prevent discovery of the other Party's Testifying Experts and the substance of the Testifying Expert's opinion (including but not limited to any assumptions that the attorneys for the Party offering the testimony of such Testifying Expert provided and that the Testifying Expert relied upon in forming the opinions such expert is offering in this Action, as well as prior testimony, alternative theories, methodologies, variables, documents or other materials that the Testifying Expert may or may not have considered in formulating his or her opinions or preparing his or her report).

5. The Parties agree to comply with this Stipulation subject to any ruling, order or determination by the Court with respect to the scope and timing of expert discovery. For the avoidance of doubt, each Party agrees that it will not seek any ruling, order or determination by

the Court with respect to expert discovery that is inconsistent with any of the provisions of this Stipulation.

IT IS SO STIPULATED.

Date: January 19, 2024

/s/ Jason A. Ibey

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[PROPOSED] ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation On Expert Discovery.

IT IS SO ORDERED.

Dated:

Hon. Magistrate Judge Gabriel A. Fuentes